



INVITATION FOR BID

**MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND AVIATION ADMINISTRATION
PURCHASING AND MATERIALS MANAGEMENT SECTION**

Bid Title: Sodium Formate/Acetate Blend for Baltimore/Washington International Thurgood Marshall and Martin State Airports

IFB NO: R6042687

BID SUBMISSION DUE DATE/TIME: September 29, 2021 2:00 PM

BID OPENING Date/Time: September 29, 2021 2:30 PM

PROCUREMENT OFFICER/ POINT OF CONTACT (POC):

ISSUE DATE:

Andrew Antlitz

September 7, 2021

E-MAIL ADDRESS: aantlitz2@bwiairport.com

PHONE: 410-859-7463

DEADLINE FOR QUESTIONS: All questions must be submitted in writing via email and received not later than September 20, 2021 2:00 PM

NOTICE TO BIDDERS/OFFERORS SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve procurement for which award is limited to certified small business vendors. The State of Maryland invites your firm to participate in the attached procurement that has been designated as a Small Business Reserve (SBR). In order to obtain an award, your firm must be registered and certified in the SBR Directory in the State's eProcurement system eMaryland Marketplace Advantage (eMMA). Refer to the attached link on how to register to become a certified small business eligible for the SBR Program using the eMMA Quick Reference Guide (QRG) 7. SBR Certification/Recertification (eMMA QRG) (maryland.gov)

SECTION A – GENERAL CONDITIONS

GC - 1.0 BID SUBMISSION

One original Bid submission shall be received by the issuing office. Late bids will not be considered. The vendor's Bid Submission shall be submitted, in a sealed envelope identifying the IFB Number and title, and clearly marked "Bid/Proposal". MDOT MAA shall not accept submissions that are late regardless of the method of shipment or delivery. Bidders mailing bids should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Bids submitted by email or facsimile will NOT be accepted. MDOT MAA will NOT accept multiple alternate bids for this solicitation. All items are to be quoted Free on Board (FOB) destination and include all shipping, handling and administrative charges.

Bids submissions are to be sent to the following address:

*Maryland Department of Transportation
Maryland Aviation Administration (MDOT MAA)
Purchasing & Materials Management Section
7005 Aviation Blvd
Glen Burnie, MD 21061
ATTN: Andrew Antlitz
IFB NO: R6042687*

GC - 2.0 BID OPENING

The Maryland Department of Transportation, Maryland Aviation Administration will hold a **public bid opening** on September 29, 2021 2:30 PM This meeting will occur via Microsoft Teams. [Click here to join the meeting](#)

3.0 ACKNOWLEDGEMENTS

A Bidder submitting a Bid shall comply with the attached MDOT MAA Terms and Conditions for Purchase Orders over \$50,000.00 (Section G) and all State of Maryland Procurement Regulations in effect at the time of submission and the instructions provided herein. The Bidder shall acknowledge in writing the receipt of all amendments, addenda and changes issued. Each Bidder before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration shall be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.

GC - 4.0 PROCUREMENT METHOD

This procurement is being conducted as a competitive sealed bid (CSB). An award will be made to the lowest responsive bid from a responsible bidder in whole or in part at the State's discretion. Bids are irrevocable for 120 days and must be in US Dollars. MBE firms are encouraged to respond to this solicitation notice.

GC - 5.0 AWARDING A BID

The MDOT MAA reserves the right to reject any Bids and/or waiver minor irregularities if deemed to be in the best interest of the MDOT MAA and the State of Maryland. By submitting a response to this bid, a Bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract, if selected for a Contract award. The MDOT MAA intends to make a single award as a result of this IFB. **A Bidder shall be registered in good standing with Maryland Department of Assessments and**

Taxation (SDAT) to receive a contract award exceeding \$50,000.00. To check this status or for additional information, go to the SDAT website

<http://www.dat.maryland.gov/Pages/sdatforms.aspx>. The State of Maryland requires all contractors to be registered to receive State payments by electronic funds transfer (EFT) before any contract exceeding \$200,000 is approved by the Maryland Board of Public Works. If you want to receive all payments from the State using the EFT Program, request more information, or request Form X-10, please call 1-888-784-0144 or by email at www.gad@comp.state.md.us.

GC - 6.0 EMARYLAND MARKETPLACE ADVANTAGE (EMMA)

eMMA is the website utilized for electronically soliciting procurements to the public and is administered by the Office of State Procurement (OSP). The website is used to notify potential Bidders of solicitations and to provide the necessary documentation needed to submit a Bid or Proposal. Documentation found on this site includes but is not limited to the Invitation for Bid (IFB) solicitation and associated supporting documents, Pre-Bid conference transcriptions, Bidders' questions and Procurement Officer responses, Addendums, Award information for Contracts over \$50,000.00 and other solicitation related information. **To receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov>, click on "Register" to begin the process, and then follow the prompts.**

GC - 7.0 QUESTIONS AND ANSWERS

Written questions from prospective Bidders will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail address provided on page one of this IFB. Please identify in the subject line the Solicitation Number and Title. Please submit questions before the question's deadline listed on page one of the IFB. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Bid due date. If time permits, answers to all substantive questions that have not previously been answered, will be posted on eMMA as an addendum to the IFB.

GC - 8.0 CONFLICT OF INTEREST

8.1 The Bidder shall complete and sign the Conflict of Interest Affidavit and Disclosure (Section G) and submit it with its Bid. By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A. Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing items under the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

8.2 Participation in Drafting of Specifications: Disqualifying Event: Bidders are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that "an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to

an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03

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NOTICE TO VENDORS - NO-BID NOTICE

Maryland Wants to Do Business with You

The Procurement and Materials Management Section (PMMS) of the Maryland Department of Transportation Maryland Aviation Administration has solicited your participation in the Invitation for Bid process for IFB No. R6042687. To help us improve the quality of State bid and proposal solicitations, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please complete the following and return this form to Maryland Aviation Administration, Procurement and Materials Management Section, 7005 Aviation Boulevard., Glen Burnie MD 21061, email at: aanltitz2@bwiairport.com

I. If you have responded with a "No Bid" please indicate the reasons below:

<input type="checkbox"/>	Other commitments preclude our participation at this time.
<input type="checkbox"/>	The subject of the contract is not something we normally provide.
<input type="checkbox"/>	Do not have the necessary equipment, labor and capital required.
<input type="checkbox"/>	Do not have the experience necessary to perform the work.
<input type="checkbox"/>	The specifications are either unclear, or too restrictive. Please explain in remarks section.
<input type="checkbox"/>	Doing business with Government is simply too complicated.
<input type="checkbox"/>	We cannot be competitive. Please explain in Remarks section.
<input type="checkbox"/>	Time for completion is too short.
<input type="checkbox"/>	Bonding and/or Insurance requirements are prohibitive. Please explain in Remarks section.
<input type="checkbox"/>	Bid/Proposal requirements, other than specifications are unreasonable or too risky. Please explain in remarks section.
<input type="checkbox"/>	Prior experience with State of Maryland contracts was unprofitable or otherwise unsatisfactory. Please explain in Remarks section.

II. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below.

Remarks: _____

Vendor Name: _____ Date: _____

Contact Person: _____ Phone: _____

Address: _____

NOTE: Complete this form only if you do not intend to bid or wish to express concerns or comments. MDOT MAA is interested in improving its competitive bid process and your comments are important to this endeavor. A "No Bid" reply does not remove you from the bidder's list. Thank you for your help.

SECTION B – SPECIAL PROVISIONS

SP - 1.0 SUMMARY STATEMENT

The Maryland Department of Transportation Maryland Aviation Administration (MDOT MAA) is issuing this Invitation for Bids (IFB) to procure the following de-icing chemical – Sodium/Acetate blend for BWI Thurgood Marshall and Martin State Airports. It is the State's intention to obtain items, as specified in this IFB, from a Contract between the awarded Bidder and MDOT MAA. MDOT MAA is issuing this solicitation for the purposes of providing information to Bidders interested in preparing and submitting a Bid to meet the requirements in the IFB.

SP - 2.0 APPROVED EQUALS

Approved equals are not permitted with this solicitation.

SP - 4.0 LEAD TIME

If lead times are not met, the MDOT MAA reserves the right to cancel or to accept the item at a discounted price negotiated at time of occurrence or at the restocking price, whichever is determined between both parties.

SP - 5.0 CONTRACT DURATION

The term of this contract shall be one (1) year from notice to proceed (NTP) and not to exceed (NTE) \$150,000.00 over the life of the contract whichever comes first.

SECTION C - TECHNICAL PROVISIONS

The MDOT MAA is seeking bids from qualified vendors to provide solid deicing/anti-icing compound, Sodium Formate/Acetate Blend, for runways and taxiways in accordance with the specifications, on an as needed basis at Baltimore/Washington International Thurgood Marshall Airport (BWI Marshall) and Martin State (MTN) Airports. The award will be for one (1) year for the 2021-2022 snow season from date of award. A BPO will be issued to the lowest responsive bid from a responsible bidder in whole or in part at the States discretion.

The product shall conform to all specifications listed below.

1. AMS 1431 certified solid airfield deicer
Composition: 70-80% Formate and 20-30% Acetate
Granule Size: 2.0 – 5.6mm (#10 – #3.5 sieve)
Bulk Density: 53 lbs/ft³ to 56 lbs/ft³
pH (15% solution): 9 – 10.5

Packaging: •

2205 lb. (1000 kg) SuperSack

55 lb. (25 kg) bags – 40 bags per pallet

2. Additional requirements prior to the award:

A. The product shall be minimum 70% Formate and a minimum of 20% Acetate.

B. The vendor shall provide a copy of independent laboratory certification of the product to AMS 1431 - certification shall be submitted with vendors bid.

C. The product shall be Granular in shape.

D. The Product Must Be Tinted Blue.

E. The vendor shall provide a comprehensive technical bulletin covering at minimum the Product's environmental impact, Material Safety Data Sheets (MSDS), handling, storage and application guidelines.

F. One (1) year storage stability test must be complete and conform to 3.2.4 of AMS 1431.

G. BWI Marshall recognizes the value of International Standards Organization (ISO) International Quality Standards (IQS) and reserves the right to give preference to vendors who document the product's production using ISO 9001:2000 certified processes. Documentation must be provided with bid.

NOTE TO VENDORS: Bids are requested from Direct Manufacturers or Stocking Distributors because product quantities per order placed under this contract may vary and orders must be delivered within twenty-four (24) hours after order is placed by the authorized BWI Marshall Individuals.

A Direct Manufacturer is defined as an organization operating a factory on its premises that produces the product and its primary component. A Stocking Distributor is defined as a company that distributes the product from inventory or stock. The vendor shall provide evidence that it can deliver the product to BWI Marshall and MTN's receiving location within twenty-four (24) hours of order placements. The vendor shall provide the names of four (4) airports which it supplied the product during the prior twelve-month period.

• Orders shall be placed by telephone. The following individuals are authorized by

the BWI Marshall Airport to place orders against this contract:

Terry Yetter (410) 859-7837

Daniel Laupp (410) 859-7864 or others as authorized

- Deliveries shall be made to BWI Marshall Airport, Field Maintenance, 1005 Air Cargo Service Road, BWI Marshall Airport, MD 21240 and Martin State Airport, 701 Wilson Point Road, Baltimore, MD 21220.
- BWI Marshall Airport and Martin State Airport can accept deliveries between the hours of 7:30 A.M. and 3:00 P.M., Monday through Sunday and holidays to the individuals noted above. Under emergency situations (i.e. during a snow removal event), deliveries may be accepted 24-hours-a-day, 7 days-a-week.
- A minimum time of two (2) hours will be provided at no additional cost to BWI Marshall and Martin State Airports for unloading each individual truckload delivered.
- Invoices from the awarded contractor must have a reference number from "Straight Bill of Lading" to facilitate in matching the invoice to Straight Bill of Lading, for purposes of prompt approval of invoices for payment.
- DELIVERY LEAD TIME - 24 HOURS ARO.

All shipments or services under this contract shall be accomplished by delivery tickets or sales slips. The delivery tickets or sales slips shall be receipted and retained by BWI Marshall Representatives authorized to accept the requested materials. Delivery tickets or sales slips shall be prepared in triplicate, and contain the following minimum information:

1. Name of vendor;
2. Contract number;
3. Date of purchase notification;
4. Quantity delivered;
5. Date item(s) delivered;
6. Signature of person receiving delivery;
7. Delivery order number (as applicable)

All quantities are estimated and not to be construed as a minimum or maximum. Contractor will be responsible for all transportation, shipping, and inside delivery charges. Bids for alternate products will not be considered. Bidder shall indicate minimum order quantities and if they can meet required delivery time.

******MDOT MAA's usage for the 2020-2021 year's snow season was 1979 (25 kg) Bags******

SECTION D – BID WORKSHEET

All prices are fully loaded prices, that includes all cost/expenses associated with the provision of this IFB. The bid price shall include but is not limited to all: profit/overhead, general operating administrative, freight and all other expenses necessary to provide the item listed in the Bid Worksheet. No other amount will be paid to the vendor. A Bidder shall not include with a Bid any stipulations or qualifications. MDOT MAA shall reject any Bid that contains stipulations and qualifiers and proceed to the next lowest, responsive bid from a responsible bidder.

Line #	Description	Unit of Measure	Unit Cost	QTY	Extended Price (Unit Cost x QTY)	Vendor's Minimum Order QTY
001	Sodium Formate/Acetate Blend AMS 1431 Certified 2205 lb. (1000 kg) SuperSack Tinted Blue	Each	\$	15	\$	_____
002	Sodium Formate/Acetate Blend AMS 1431 Certified 55 lb. (25 kg) Bags Tinted Blue	Each	\$	1000	\$	_____
003	Total Bid Price (Extended Price Line 001 + Line 002)				\$	
004	Delivery Lead Time After Receipt of Order (ARO) is 24 hours. Please initial if that delivery time can be met.				Initial here	

The **undersigned** acknowledges receipt of all addenda to the Bid Documents. Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the IFB, which would require rejection of bid.

AUTHORIZED SIGNATURE: _____

PRINT NAME AND TITLE OF SIGNER: _____

COMPANY NAME: _____

FEDERAL ID #: _____ TELEPHONE NO.: _____

EMAIL: _____ FAX NO.: _____

REMIT TO ADDRESS: _____

DATE OF BID _____ eMarylandMarketplace Advantage Vendor ID #: _____

SECTION E – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;

- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and

- (ii) Decision became final; or
- (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
 - (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the

sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____ Date: _____

SECTION F – CONTRACT AFFIDAVIT

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ___ domestic or ___ foreign;
- (2) Limited Liability Company — ___ domestic or ___ foreign;
- (3) Partnership — ___ domestic or ___ foreign;
- (4) Statutory Trust — ___ domestic or ___ foreign;
- (5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____.

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 20____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and affiant)

_____(signature of Authorized Representative and affiant)

SECTION G - CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of Interest (explain detail—attach additional sheets if necessary):
- E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.
- F. Any former and/or current employees of the State of Maryland must comply with the State Ethics law and with State Law on secondary employment if applicable.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____

(Authorized Representative and Affiant)

SECTION G – TERMS AND CONDITIONS OVER \$50,000

STATE OF MARYLAND MARYLAND DEPARTMENT OF TRANSPORTATION MARYLAND AVIATION ADMINISTRATION

This Purchase Order, with any attachments, shall constitute the entire agreement and contract between the vendor, as named on the face, and the Maryland Aviation Administration, hereinafter may be referred to as “MAA”. The scope of work, or materials, or equipment, or supplies, to be provided shall be specified in the body of this Purchase Order, or as stated in the specific conditions attached.

Payment shall be made upon presentation of a proper invoice in accordance with Sections 15-101 through 15-105 of the State Finance and Procurement Article, Annotated Code of Maryland.

Incorporation by Reference.

“All terms and conditions of the solicitation, and any amendments thereto, are made part of this contract.”

Tax Exemption.

“The State is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes, and transportation taxes. Exemption certificates shall be completed upon request. Where a contractor is required to furnish and install materials in the construction or improvement of real property in performance of a contract, the Contractor shall pay the Maryland sales tax and the exemption does not apply.”

Specifications.

“All materials, equipment, supplies or services shall conform to federal and State laws and regulations and to the specifications contained in the solicitation.”

Delivery and Acceptance.

“Delivery shall be made in accordance with the solicitation specifications. The State, in its sole discretion, may extend the time of performance for excusable delays due to unforeseeable causes beyond the Contractor’s control. The State unilaterally may order in writing the suspension, delay, or interruption of performance hereunder. The State reserves the right to test any materials, equipment, supplies, or services delivered to determine if the specifications have been met. The materials listed in the bid or proposal shall be delivered FOB the point or points specified prior to or on the date specified in the bid or proposal. Any material that is defective or fails to meet the terms of the solicitation specifications shall be rejected. Rejected materials shall be promptly replaced. The State reserves the right to purchase replacement materials in the open market. Contractors failing to promptly replace materials lawfully rejected shall be liable for any excess price paid for the replacement, plus applicable expenses, if any.”

If the Contractor fails to make delivery in accordance with its quoted time frame, and the MAA is required to obtain the needed goods or services on the open market, the Contractor shall be liable for any excess costs to the MAA.

Non-Hiring of Officials and Employees.

“No official or employee of the State, as defined under State Government Article, §15-102, Annotated Code of Maryland, whose duties as such official or employees include matters relating to or affecting the subject matter or this contract shall, during the pendency or term of this contract and while serving as an official or employee of the State, become or be an employee of the contractor or any entity that is a subcontractor on this contract”.

Non-Discrimination in Employment.

“The Contractor agrees not to discriminate in any matter against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental disability of a qualified individual with a disability and to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.”

Financial Disclosure.

“The Contractor shall comply with State Finance and Procurement Article, §13221, Annotated Code of Maryland, which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business”.

Political Contribution Disclosure.

“The Contractor shall comply with Election Laws Article §§14-101-14-108, Annotated code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election” **Anti-Bribery.**

“The Contractor warrants that neither it nor any of its officers, director, or partners nor any of its employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government or has engaged in conduct since July 1, 1977, which would constitute bribery, attempted bribery, or conspiracy to bribe under the laws of any state of the federal government.”

Registration.

“Pursuant to §7-201 et. seq. of the Corporations and Association Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston St, Baltimore, Maryland 21201,

before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.”

Contingent Fees

“The Contractor warrants that it has not employed or retained any person, partnership, corporations, or other entity, other than a bona fide employee or agent working for the Contractor, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.”

EPA Compliance.

“Materials, supplies, equipment, or services shall comply in all respects with the Federal Noise Control Act of 1972, where applicable.” **Occupational Safety and Health Act (OSHA)**

“All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.”

Termination for

Convenience.

“Upon written notice to the Contractor, the State may terminate this contract, in whole or in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs incurred up to the date of termination and shall reasonable cost associated with termination of the contract. However, the Contractor may not be reimbursed for anticipatory profits. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A92).”

Termination for Default.

“When the Contractor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the State. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to recover any costs incurred by the Contractor up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.”

Disputes.

“This contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall process diligently with the performance of the contract in accordance with the Procurement Officer’s decision.”

Multi-Year Contracts.

“If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this contract shall terminate automatically as of the

beginning of the fiscal year for which funds are not available; The Contractor may not recover anticipatory profits or costs incurred after termination.”

Intellectual Property

“Contractor agrees to indemnify and save harmless the State, its officers, agents and employees with respect to any claim, action, costs or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract. This provision of this contract shall be governed by the laws of Maryland.”

Maryland Law Prevails.

“Contractor agrees to include on the face of all invoices billed to the State, it’s Taxpayer Identification Number, which is the Social Security Number for individuals and sole proprietors and the Federal Employer Identification Number of all other types of organizations.”

Contractor must include the Purchase Order Number on the face of all invoices billed to the MAA.”

Pre-existing Regulations.

“The regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.”

Indemnification.

“The state shall not assume any obligation to indemnify, hold harmless, or pay attorneys’ fees that may arise from or in any way be associated with the performance or operation of this agreement.”

Conflicting Terms.

“Any proposal for terms in addition to or different from those set forth in this Purchase Order or any attempt by the Contractor to vary any of the terms of this offer by Contractor’s acceptance shall not operate as a rejection of this offer, unless such variance is in the terms of the description, quantity, price or delivery schedule, but shall be deemed a material alteration thereof, and this offer shall be deemed acceptable by the Contractor without the additional or different terms. If this Purchase Order is an acceptance of a prior offer by the Contractor, the acceptance is expressly conditioned upon Contractor’s assent to any additional or different terms contained herein. The Contractor understands and agrees that the terms and conditions of this purchase order may not be waived.

“The Contractor warrants that the Contractor shall comply with COMAR 21.11.08, and that the Contractor shall remain in compliance throughout the term of this Purchase Order.”

The MAA Procurement Officer unilaterally may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Purchase Order. If any change under this clause causes an increase or decrease in the

Contractor's cost of, or the time required for, or the time required for, the performance of any part of the work under this Purchase Order, and equitable adjustment shall be made and the Purchase order modified in writing accordingly. Each change that results in an increase in cost shall be subject to prior written approval of the Procurement Officer and other appropriate authorities as required by Maryland Law and shall be subject to available appropriation.

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this Purchase Order prior to their delivery, it shall be the responsibility of the Contractor to notify the Procurement Officer at once, indicate in their letter the specific regulation which required an alternation. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby or to cancel the contract at no expense to the state.

The State reserves the right to solicit separate bids if a particular quantity requirement arises which exceeds the State's normal requirements as provided in the solicitation or exceeds an amount specified in this Purchase Order.

All items shipped pursuant to this Purchase Order shall be new, never previously used, and the current model of the item unless specifically stated otherwise in this Contract.

"A State contract is not transferable, or otherwise assignable, without the written consent of the Procurement Officer provide, however, that a Contractor may assign monies receivable under a contract after due notice to the State."

Pursuant to Section 14-401 of the State Finance and Procurement Article of this Annotated Code of Maryland, the procurement agency shall give a percentage preference to the lowest responsible and responsive bid from a Maryland firm over that of a non-resident firm if the state in which the non-resident firm is located gives a resident business preference. The percentage of preference awarded under this section shall be the same as the awarded by the state in which the non-resident firm is located. This provision shall not apply if it conflicts with any federal grant or regulation affecting this contract.

The State of Maryland requires all contractors to be registered to receive State payments by electronic funds transfer (EFT) before any contract exceeding \$200,000 is approved by the Maryland Board of Public Works (BPW). If you want to receive all payments form the state using the EFT program, request more information, or request form X-10, please call 1-888-784-0144 or email at jad@comp.state.md.us